

Panaji, 12th November, 2009 (Kartika 21, 1931)

SERIES II No. 33

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Animal Husbandry

Directorate of Animal Husbandry & Veterinary
Services

Order

No. 2/15/95-AH/3062

On the recommendations of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/3(1)/07/251 dated 07-08-2009, Government is pleased to declare that Dr. D. M. Naik Parrikar, Assistant Director, has satisfactorily completed his probation period of 2 years from 17-08-2006 to 16-08-2008 and confirm him against the post of Assistant Director in the Pay Band—2 Rs. 9,300-34,800 Grade Pay Rs. 5,400/- in the Directorate of Animal Husbandry & Veterinary Services, Panaji, with immediate effect.

By order and in the name of the Governor
of Goa.

P. K. Patidar, Director (AH) & ex officio
Jt. Secretary.

Panaji, 29th October, 2009.

Order

No. 2/15/95-AH/3063

Government is pleased to extend the probation period of Dr. A. V. Pai, Assistant Director, in the Directorate of Animal Husbandry & Veterinary Services, Panaji, for further period of one year upto 09-08-2009.

This issues with the concurrence of Goa Public Service Commission as conveyed vide their letter No. COM/II/12/3(1)/07/250 dated 7-08-2009.

By order and in the name of the Governor
of Goa.

P. K. Patidar, Director (AH) & ex officio
Jt. Secretary.

Panaji, 29th October, 2009.



Department of Co-operation

Office of the Asstt. Registrar of Co-operative
Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Satpurush Self Help Group Co-op. Society Ltd., Morjim, Pedne-Goa has been registered under code symbol No. GEN-(c)-3/NZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies
(North Zone).

Mapusa, 15th September, 2009.

Certificate of Registration

Satpurush Self Help Group Co-op. Society Ltd., Morjim, Pedne-Goa has been registered on 15-09-2009 and it bears registration code symbol No. GEN-(c)-3/NZ/Goa. It is classified as "General Society" in terms of Rule 8 (1) (12) and sub-classified as "Other Society" under sub-rule 12 (c) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies
(North Zone).

Mapusa, 15th September, 2009.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Creative Multipurpose Co-op. Credit Society Ltd., Gokul Building, Gokulwadi, Sanquelim-Goa has been registered under code symbol No. RES-(c)-1/NZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 8th September, 2009.

Certificate of Registration

Creative Multipurpose Co-op. Credit Society Ltd., Gokul Building, Gokulwadi, Sanquelim-Goa has been registered on 8-09-2009 and it bears registration code symbol No. RES-(c)-1/NZ/Goa. It is classified as "Resource Society" in terms of Rule 8 (1) (10) and sub-classified as "Service Resource Society" under sub-rule 10 (c) of Rule 8 (1) of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 8th September, 2009.

Order

No. 17-12-80/ARSZ/Service/Vol.III/1669

Read: (1) Order No. 17-12-80/ARSZ/Service/Vol.III/609 dated 11th June, 2009 terminating the Liquidation proceeding of the Nuvem Service Co-op. Society Ltd., Nuvem, Salcete-Goa.

(2) Minutes of the final General Body Meeting of the Nuvem Service Co-op. Society Ltd., Nuvem, Salcete-Goa.

(3) This office letter dated 20th July, 2009 requesting the Liquidator to transfer surplus fund account to the Registrar surplus fund account No. 67, maintained with the Goa State Co-op. Bank Ltd., Panaji-Goa.

In exercise of the powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, Shri P. M. Naik, Asstt. Registrar of Co-op. Societies, South Zone, Margao-Goa, in furtherance to above referred order at Sr. No. 1 and report to that effect received from the Liquidator, regarding conclusion of winding up proceedings of the society I, hereby cancel the registration of the Nuvem Service

Co-op. Society Ltd., Nuvem, Salcete-Goa, and it shall cease to be a corporate body from the date of cancellation of registration.

Sd/- Asstt. Registrar of Co-op. Societies (South Zone)

Margao, 12th October, 2009.

Notification

No. 5-1239-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Carmelina Apartments Co-operative Housing Society Limited," Curpawado, Cortalim-Goa, is registered under code symbol No. HSG(b)--735/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th October, 2009.

Certificate of Registration

"The Carmelina Apartments Co-operative Housing Society Limited," Curpawado, Cortalim-Goa, has been registered on 16-10-2009 and it bears registration code symbol No. HSG-(b)-735/SouthGoa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th October, 2009.

Notification

No. 5-1238-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Murgao Avenue Co-operative Housing Maintenance Society Limited," Near Desteiro Church, Vasco-da-Gama, Goa, is registered under code symbol No. HSG-(b)-734/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th October, 2009.

Certificate of Registration

"The Murgao Avenue Co-operative Housing Maintenance Society Limited," Near Desteiro Church, Vasco-da-Gama, Goa, has been registered

on 16-10-2009 and it bears registration code symbol No. HSG-(b)-734/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 16th October, 2009.

Notification

No. 5-1237-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Anjani Apartments Co-operative Housing Society Limited" Near Electricity Department, Pontemol, Curchorem-Goa, is registered under code symbol No. HSG-(b)-733/South Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th September, 2009.

Certificate of Registration

"The Anjani Apartments Co-operative Housing Society Limited" Near Electricity Department, Pontemol, Curchorem-Goa, is registered on 29-09-2009 under registration code symbol No. HSG--(b)-733/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th September, 2009.

Department of Education, Art & Culture

Directorate of Art & Culture

Order

No. DAC/6-IV/BC-BB/AA/2009/2598

Government of Goa is pleased to constitute a Committee consisting of following members for "Celebration of Late Dayanand alias Bhausaheb Bhandodkar Birth Centenary" from 12-03-2010 to 12-03-2011.

- | | |
|--|-----------------------|
| 1. Shri Digambar Kamat | ... Chairman. |
| 2. Smt. Shashikala Kakodkar | ... Vice-Chairman. |
| 3. Shri Manohar Parrikar | ... Vice-Chairman. |
| 4. Shri Ravi Naik | ... Vice-Chairman. |
| 5. Shri Ramkrishna Dhavalikar | ... Vice-Chairman. |
| 6. Shri Luis Alex Cardoz | ... Vice-Chairman. |
| 7. Shri Ramakant Khalap | ... Vice-Chairman. |
| 8. Shri Surendra Shirsat | ... Member. |
| 9. Shri Laxmikant Parsekar | ... Member. |
| 10. Dr. Nandkumar Kamat | ... Member. |
| 11. Shri Sitaram Tengse | ... Member. |
| 12. Shri Datta Naik | ... Member. |
| 13. Shri Vishnudas Vernekar | ... Member. |
| 14. Adv. Vinay Borkar | ... Member. |
| 15. Shri Ramkrishna Naik | ... Member. |
| 16. Shri Upendra Gaonkar | ... Member. |
| 17. Shri Radharao Gracias | ... Member. |
| 18. Shri Shaikh Hasan Haroon | ... Member. |
| 19. Dr. Ajay Vaidya | ... Member. |
| 20. Shri Christopher Fonseca | ... Member. |
| 21. Shri Ramesh Pankar | ... Member. |
| 22. Shri Narasinva N. Naik Gaunekar | ... Member. |
| 23. Shri Cesar Menezes | ... Member. |
| 24. Shri Uday Bhembre | ... Member. |
| 25. Shri Tanaji Halarnkar | ... Member. |
| 26. Shri Girish Chodankar | ... Member. |
| 27. Shri Paresch Joshi | ... Member. |
| 28. Chief Secretary | ... Member. |
| 29. Secretary, Legislature | ... Member. |
| 30. Jt. Secy., G.A.D. | ... Member. |
| 31. Jt. Secy., Protocol | ... Member. |
| 32. Jt. Secy., Fin (Bud) | ... Member. |
| 33. Jt. Secy., Fin (Debt. Management) | ... Member. |
| 34. Jt. Secy., Fin (Exp.) | ... Member. |
| 35. Director, Panchayat | ... Member. |
| 36. Director, Municipal Administration | ... Member. |
| 37. Director, Information | ... Member. |
| 38. Director, Tourism | ... Member. |
| 39. Director, Education | ... Member. |
| 40. Director, Sports | ... Member. |
| 41. Director, Hr. Education | ... Member. |
| 42. Director, Technical Education | ... Member. |
| 43. Executive Director (S.A.G.) | ... Member. |
| 44. Member Secretary (Kala Academy) | ... Member. |
| 45. Director, Art & Culture | ... Member Secretary. |

The committee shall look after celebrating Birth centenary of late Bhausaheb Bandodkar in co-ordination with Directorate of Art & Culture thereby planning and implementing year long programmes and activities as per the following terms of reference:

- 1) To fix the broad functional parameters of the work and respective timeline of the State committee and nominate various sub-committees and other committees at district and local level, nominate conveners and assign the responsibilities.
- 2) In accordance with the life, work and social message of late D. B. Bandodkar organize appropriate programmes at international, national and state level and also if necessary collaborate/support similar programmes if these fall within committee's parameters of work.
- 3) To scrutinize, approve, support and fund programmes on basis of merit as per the format to be prepared and take care to avoid duplication of ideas/themes.
- 4) To prepare detail plan for inaugural and concluding function and for publications on and about D. B. Bandodkar.
- 5) To suggest ideas for term tangible projects in memory of late D. B. Bandodkar.
- 6) To prepare detail budget estimates for programmes with justification of the budget heads and get sanctions for the same.
- 7) To liase with NRIs and their associations abroad, other State Governments, NGOs, Central Government for the purpose of DBB centenary celebrations.
- 8) To undertake any other activity consistent with (1-5) above.
- 9) To produce a detail terminal report of the centenary celebration for public knowledge and to be 'suo moto' presented to legislature of Goa at the conclusion of the centenary year.

The committee shall remain in force upto 12th August, 2011.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture & ex officio Jt. Secretary.

Panaji, 19th October, 2009.

Order

Ref. No. NO. DAC/4/GVA/2009/2880

Government of Goa is pleased to constitute a committee consisting of following members:-

- | | |
|-----------------------------|---------------|
| 1. Shri Digambar Kamat, | ... Chairman. |
| Chief Minister | |
| 2. Shri Sanjay Shrivastava, | ... Member. |
| Chief Secretary | |
| 3. Dr. Satish Shetye | ... Member. |
| 4. Shri M. S. Kamat | ... Member. |
| 5. Shri Percival Noronha | ... Member. |
| 6. Shri Flavian Dias | ... Member. |
| 7. Shri Cezar Menezes | ... Member. |
| 8. Shri Prasad Lolayekar, | ... Member. |
| Director, Art & Culture | |

The tenure of the committee will be for a period of three years from its constitution or for such a period as decided by Government of Goa from time to time.

The committee shall meet as and when required to discuss the matter, issues related to the working of the scheme.

The non official members shall be entitled for TA/DA as per the Government rules.

The committee members may co-opt any individual or institution as member if so desired by the committee.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture & ex officio Jt. Secretary.

Panaji, 3rd November, 2009.

Order

Ref. No. NO. DAC/4/GVA/2009/3041

Read: Order No. DAC/4/GVA/2009/2880 dated 3-11-2009.

Government of Goa is pleased to constitute a committee consisting of following members for the selection of the awardee for "Gomant Vibhushan Award":-

- | | |
|-----------------------------|---------------|
| 1. Shri Digambar Kamat, | ... Chairman. |
| Chief Minister | |
| 2. Shri Sanjay Shrivastava, | ... Member. |
| Chief Secretary | |

3. Dr. Satish Shetye ... Member.
 4. Shri M. S. Kamat ... Member.
 5. Shri Percival Noronha ... Member.
 6. Shri Flavian Dias ... Member.
 7. Shri Cezar Menezes ... Member.
 8. Shri Prasad Lolayekar, ... Member
 Director, Art & Culture Secretary.

The committee shall work on following terms of references:

1. To finalize broad parameters/guidelines for selection procedure of "Gomant Vibhushan Award", highest award conferred by Goa Government.
2. To formulate the scheme for "Gomant Vibhushan Award".
3. To do the final selection of Gomant Vibhushan Awardee for the year 2009-10, pending formulation of scheme/finalization of procedure.
4. To undertake any other activity consistent with (Clause 1 to 3) above.
5. To advise/assist the Government and Directorate of Art & Culture to organize the programme of presentation ceremony of "Gomant Vibhushan Award".

The tenure of the committee will be for a period of one year from its constitution or till the finalization of selection of awardee for the financial year 2009-2010.

The committee shall meet as and when required.

The non official members shall be entitled for TA/DA as per the Government rules.

This supersedes earlier order No. DAC/4/GVA/2009/2880 dated 3-11-2009.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture & ex officio Jt. Secretary.

Panaji, 6th November, 2009.

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 Department of Finance

Directorate of Accounts

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 Order

No. DA/Admn/45-9/09-10/TR-3140/88

The Government is pleased to order the transfer and posting of the following Joint Director of

Accounts under Common Accounts Cadre as shown below with immediate effect on administrative grounds:

Sr. No.	Name of the Dy. Director of Accounts/ /Accounts Officer	Present place of posting	Transferred and posted at
1.	Shri Awadhut S. Shirwaikar	Goa Meat Complex, Panaji	Goa Industrial Development Corporation, Panaji.
2.	Shri D. M. Sathe	Goa Industrial Development Corporation Panaji	O/o the Principal Chief Engineer, Public Works Department, Altinho, Panaji.
3.	Smt. Maria A. D'Souza	Directorate of Accounts, Panaji	Goa Meat Complex, Panaji.

Deployment of Shri Awadhut S. Shirwaikar & Smt. Maria A. D'Souza, Joint Director of Accounts will be on deputation basis initially for a period of one year in the first instance and shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 and even No. dated 11-01-2007 issued by the Personnel Department, Government of Goa, as amended from time to time.

The Goa Industrial Development Corporation and Goa Meat Complex, Panaji shall be liable to pay to the Government leave salary and pension contribution in respect of Shri Awadhut S. Shirwaikar & Smt. Maria A. D'Souza, Joint Director of Accounts, at the prescribed rates.

On expiry of the deputation period, Shri Awadhut S. Shirwaikar & Smt. Maria A. D'Souza, Joint Director of Accounts shall stand relieved on expiry of deputation period to report back to the parent Department, unless the deputation period is extended by the Competent Authority. In the event Shri Awadhut S. Shirwaikar & Smt. Maria A. D'Souza, Joint Director of Accounts, overstays for any reason whatsoever, he will be liable for disciplinary action and other adverse Civil/Service consequences.

Smt. Maria A. D'Souza, Joint Director of Accounts, shall hold the additional charge of the post of Joint Director of Accounts in the O/o Director General of Police, Panaji in addition to her own duties in the Goa Meat Complex, Panaji,

as temporary stop gap arrangement, during the leave period of Shri Arjun Satardekar, Joint Director of Accounts from 3-11-2009 to 27-11-2009.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rule.

On joining their new assignments, the officers shall send CTC/Joining Report to this Directorate immediately for records.

Officer at Sr. No. 1 should move first.

By order and in the name of the Governor of Goa.

Pramod Y. Ramani, Joint Secretary.

Panaji, 4th November, 2009.

Finance (Debt Management) Division

Office Memorandum

No. 1/12/2007-Fin (Bud)

- Read: 1) Government O. M. No. 3/7/2001-Fin (Exp) dated 25-09-2006.
2) Corrigendum No. 1/12/2007-Fin (Bud) dated 10-08-2007.
3) Circular No. 1/12/2007-Fin (Bud) dated 13-10-2008.

Government of Goa has decided to enhance the existing limit of House Building Advance for Government Employees from Rs. 15.00 lakhs to Rs. 30.00 lakhs.

Anupam Kishore, Joint Secretary (DMU).

Porvorim, 29th October, 2009.

Department of Labour

Order

No. 21/15/86-LAB(PF)

Read: Order No. 21/20/200-Lab dated 29-08-2008.

Shri Vaman Pai Bhatikar, Labour Inspector promoted to the post of Labour Welfare Officer on ad hoc basis vide order recorded in preamble is hereby reverted back to the post of Labour Inspector with immediate effect.

Further, Government of Goa is pleased to promote Shri Vaman Pai Bhatikar, Labour Inspector to the post of Assistant Labour Commissioner in the pay scale of Rs. 6,500-200-10,500 in the revised

Pay Band—2 of Rs. 9,300-34,800/- with grade pay of Rs. 4,200/- (Group 'B' Gazetted) on ad hoc basis by relaxing the qualifying service prescribed in the office of the Commissioner of Labour and Employment, Panaji-Goa.

On promotion Shri Vaman Pai Bhatikar is hereby posted in the office of the Assistant Labour Commissioner at Ponda-Goa in place of Smt. Asha Khaunte, who was holding the post of Assistant Labour Commissioner and promoted to the post of Deputy Labour Commissioner and posted in the office of Deputy Labour Commissioner, Margao-Goa.

The above ad hoc promotion will be for a period of six months and shall not bestow on the officer any claim for regular appointment nor the service rendered in ad hoc basis in the grade shall be counted for purpose of seniority in that grade of eligibility for promotion to next higher grade.

The expenditure shall be debited to the Budget Head of Account: 2230—Labour & Employment, 01—Labour, 101—Industrial relation, 04—Enforcement of Shops & Establishment Act, 01—Salaries (N.P.).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 2nd November, 2009.

Order

No. 22/2/2008-LAB

Read: Order No. 22/2/2008-Lab dated 08-10-2009.
Order No. 22/2/2008-Lab dated 28-05-2009.

Government of Goa is pleased to extend the ad hoc appointment of Shri Rajay S. Naik, Sr. Assistant Employment Officer (Group 'B' Gazetted) in the pay scale of Rs. 5,500-175-9,000 revised Pay Band—2 Rs. 9,300-34,800/- with Grade Pay of Rs. 4,200/- in the office of the Commissioner of Labour and Employment, Panaji-Goa for a further period of one year w.e.f. 8-10-2009 to 7-10-2010 or till the post is filled on regular basis whichever is earlier.

This issues with the concurrence of Goa Public Service Commission vide their letter No. COM/II/11/28(3)/92/1720 dated 2-11-2009.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th November, 2009.

Notification

No. 28/1/2009-LAB

The following Award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 07-09-2009 in reference No. IT/51/01 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 15th October, 2008.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/51/01

Shri Sanjay D. Kerkar,
H. No. 44, Jackniwaddo,
Parra, Bardez-Goa. ... Workman/Party I
V/s

M/s. Sharloc Automobiles,
Ghandi Chowk,
Mapusa, Bardez-Goa. ... Employer/Party II

Workman/Party I – Adv. Shri Suhas Naik.

Employer/Party II – Adv. Shri S. X. Soares.

AWARD

(Passed on 7th of day of September, 2009)

1. By order dated 21-08-2001, the Government of Goa, in exercise of powers under Section 10 of the Industrial Disputes Act has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Sharloc Automobiles, Mapusa, Bardez-Goa in terminating the services of Shri Sanjay D. Kerkar, with effect from 30-09-2000, is legal and justified?

(2) If not, to what relief the workman is entitled?”

2. The brief facts necessary to decide this reference are as under: The Party II is engaged in repairs and services of automobiles. The Party I was employed with the Party II since 1st March,

1994. The Party I has stated that on 28-09-2000, when he had reported for work, he was abused by the son of the proprietor of the Party II. The Party I reported the matter to the proprietor, but he did not take any action against his son. The Party I has stated that he had attended work on 29-09-2000, but his attendance was not recorded. On 30-09-2000, he was told that his services were not required and his services were terminated. The Party I has stated that his termination is in contravention of provisions of Sec. 25 F of the Act. The Party I has stated that his termination is illegal and unjustified. The Party I has therefore sought reinstatement with all consequential benefits.

3. The Party II has denied that the son of the proprietor of the Party II had abused the Party I. The Party II has stated that on 28-09-2000, the Party I had orally informed that he wanted to resign from service and that he would not report to work w.e.f. 29-09-2000. The Party II has stated that accordingly the Party I resigned from service and his dues were paid. The Party II has stated that the Party I is not entitled for any relief.

4. Based on the aforesaid pleadings, the following issues were framed:

1. Whether the Party I proves that the Party II terminated his services w.e.f. 30-09-2000?
2. Whether the Party I proves that the Party II did not comply with the provisions of Sec. 25 F of the Industrial Disputes Act, 1947 at the time of termination of his service?
3. Whether the Party I proves that termination of his service by the Party II w.e.f. 30-09-2000 is illegal and unjustified?
4. Whether the Party II proves that the Party I resigned from services by oral resignation?
5. Whether the Party I is entitled to any
6. What award?

5. The records indicate that the matter had proceeded ex-parte against the Party II and any Lnd. Predecessor had passed an ex-parte award dated 28-11-2007. On receipt of the award, the Party II filed an application (misc 1/2008), for setting aside the ex-parte award. The Party II has stated that the matter was adjourned sine-die on 11-10-2005 and that no fresh notice was issued to the Party II after the matter was taken up on board. The Party I gave his no objection to set aside the

ex-parte award. In view of which, the application was granted, the ex-parte award was set aside and the matter was posted for evidence. During the pendency of the proceedings, the parties stated that the matter has been amicably settled. They have filed the consent terms which are at Exb. 14. I have perused the terms at Exb. 14. These terms are signed by both parties and their respective advocates. The terms are agreeable to both parties and in my view, the same are in the interest of the workman. Hence, I pass the order as under.

ORDER

1. The Workman/Party I above-named, in the present Order of Reference has filed the claim statement alleging illegal termination of his services, demanding reinstatement, back wages and other benefits.
2. The Employer/Party II have filed his written statement denying the claim of the workman.
3. However during the pendency of the hearing before this Hon'ble Court both the parties have come to an amicable settlement and have agreed to settle the matter finally.
4. The Employer/Party II, M/s. Sharloc Automobiles, without admitting the claim of the Workman/Party I, have agreed to finally settle/close the aforesaid case by paying to Mr. Sanjay D. Kerkar the Workman/Party I a sum of Rs. 80,000/- (Rupees Eighty thousand only), which sum is being paid herein vide a cheque bearing No. 028276, dated 19th August, 2008, drawn on the Bank of Baroda, Mapusa Branch, towards full and final settlement of all the claims of the Workman/Party I, including gratuity, retrenchment compensation, notice pay, back wages, leave encashment, etc. and any/all other dues if any payable.
5. The Workman/Party I, Mr. Sanjay D. Kerkar has agreed and does herein on this day accept the aforesaid sum of Rs. 80,000/- (Rupees Eighty thousand only) towards full and final settlement of all his dues (including gratuity, retrenchment compensation, notice pay, back wages, leave encashment etc.) and any/all other dues, if any payable, with respect to his employment with the Employer/Party II,

M/s. Sharloc Automobiles and therefore now, the Workman/Party I, Mr. Sanjay D. Kerkar do hereby confirm and declare that his entire claim against the Employer/Party II, M/s. Sharloc Automobiles stands fully settled and he has no other/further claim of whatsoever nature, including re-employment, against the said Employer/Party II, M/s. Sharloc Automobiles.

Inform the Government accordingly.

Sd/-

(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2009-LAB/1088

The following Award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 20-07-2009 in reference No. IT/102/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 13th October, 2009.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/102/07

Workmen rep. by
Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Opp. Municipal Garden,
Panaji, Goa.

... Workmen/Party I

V/s

M/s. Dura-Line India P. Ltd.,
Verna, Electronic City,
Plot No. 1-24, 25, Phase II A,
Verna, Salcete-Goa.

... Employer/Party II

Workmen/Party I is represented by Adv., Suhas Naik.

Employer/Party II is represented by Adv., G. K. Sardessai.

AWARD

(Passed on this 20th day of July, 2009)

1. The Workmen of the Party II represented by the Party I/Union had raised a charter of demands, which was not conceded by the Party II. The Party I had raised an Industrial Dispute. The Government of Goa, vide order dated 16-10-2007, referred the following dispute to this Tribunal for adjudication.

“(1) Whether the below detailed Charter of Demands served vide letter dated 6-9-05 on the management of M/s. Dura-Line India Private Limited, Verna, Goa, by the Goa Trade and Commercial Worker's Union on behalf of the workmen are legal and justified?

CHARTER OF DEMANDS

(1) Flat Rise in the Basic Salary:

The Union demands that each workperson should be paid Rs. 1,000/- per month as a Flat Rise over and above the existing gross salary earned by him/her as on 30-9-04. The total gross salary of each workperson as on 30-09-04 plus the Flat Rise of Rs. 1,000/- per month be placed in their respective pay scales given below and fitted in appropriate stage in the pay scale to be made effective from 01-10-2004.

Grade	Pay Scales
Operator	6025-300-7775-500-10275-650-13525.

Basic salary for all purposes shall be considered as inclusive of Personnel Pay, Fixed Dearness Allowance (FDA) and Variable Dearness Allowance (VDA) including for the purpose of calculating all the benefit and allowances like House Rent Allowance (HRA) Overtime, Bonus, Provident Fund, Gratuity, etc.

(2) Fixed Dearness Allowance:

The Union demands that each worker shall be paid a Fixed Dearness Allowance (FDA) at the rate of Rs. 1,000/- per month with effect from 01-10-2004.

(3) Variable Dearness Allowance:

The Union demands that each worker shall be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 2.00/- per point rise over 1400 AAICPI points (1960=100).

The Variable Dearness Allowance shall be revised every quarter and that to start with shall be effective from 01-10-2004.

(4) House Rent Allowance:

House Rent Allowance (HRA) be maintained at the present rate of 40% of the basic salary and made uniformly applicable to all the workers with effect from 01-10-2004.

(5) Conveyance Allowance:

The Union demands that each worker shall be paid Rs. 700/- per month as “Travelling Allowance” and the same should be made uniformly applicable to all the workers with effect from 01-10-2004.

Maintenance section workers when working for 12 hours cannot avail of Company Transport. They should be paid @ Rs. 3/- per kilometer instead of the present Rs. 1.60 kilometer towards transport.

(6) Shift Allowance:

The Union demands that each worker be paid “Shift Allowance” @ Rs. 10/-, Rs. 15/- and Rs. 20/- for the 1st shift, 2nd shift and 3rd shift respectively.

(7) Bonus:

Bonus to be paid to every worker @ 22% of the gross salary earned as is paid presently without ceiling.

(8) Compensatory Off:

Whenever workers work on a Sunday or on Industrial Holiday they should be paid double the wages with a Compensatory Off which should be given within 10 days of such work.

(9) Canteen Allowance:

Canteen Allowance should be paid uniformly @ Rs. 500/- per worker per month, effective from 01-10-2004.

(10) Washing Allowance:

The Union demands that each worker is paid Rs. 200/- per month towards Washing Allowance, effective from 01-10-2004.

(11) Safety Shoes and Raincoats:

2 pair of Safety Shoes and a Raincoat be issue to each worker every year.

(12) Leave Facilities:

With effect from 01-10-2004 each worker be provided the following:

Privilege Leave (PL): 30 days per annum with facility to accumulate upto 120 days.

Casual Leave (CL) : 12 days per annum with facility to accumulate upto 30 days.

Sick Leave (SL) : 15 days per annum with facility to accumulate upto 30 days.

Holidays : Out of National and State Holidays 12 days per annum, be treated as holidays. The same should be fixed in consultation with the workers.

(13) Tea and Snacks:

Tea and Snacks to be provided to workmen during working hours in each shift, as follows:

1st shift 10.00 a.m. tea and snacks and 3 .00 p.m. tea; 2nd shift 6.00 p.m. tea and snacks; 3rd shift 2.00 a.m. tea and snacks plus tea and snacks at 7.00 a.m.

(14) The Mediclaim Scheme:

The existing Mediclaim Scheme is to be maintained but the choice of insurance company to be left to the workers.

(15) Medical Allowance:

Medical Allowance be given to those workers who are not covered under ESI @ Rs. 5,500/- per annum, or the highest paid to any worker should be made uniformly applicable to all workers.

(16) Accident Leave:

The Union demands that whenever any workperson meets with an accident "while on duty" or "in course of employment" he/she should be paid full wages. In case the worker is covered by the Employees State Insurance Scheme and if 75% wages are paid by the Employees State Insurance Corporation as accident wages to the insured workperson, the remaining 25% wages should be paid by the employer to the concerned workperson.

(17) All the Casual workers to be made Permanent:

The Union demands that all the casual/temporary/contract workperson employees at Dura-Line India Private Limited should be made permanent and brought on the permanent workers rolls of Dura-Line India.

(18) Festival Advance:

The Union demands that each workpersons should be paid Rs. 10,000/- as Festival Advance which is to be recovered in 10 equal installments and the same should be paid at least 10 days prior to the following festivals every year.

(a) Ganesh Chaturthi.

(b) Christmas.

(19) Soap and Towel:

The Union demands that each worker be given besides 1 washing soap per month presently given, a hand towel once in 6 months.

(20) Manpower:

In the maintenance Department there are presently only 2 operators. It should be increased to 4 in each shift to meet the exigencies of work.

(21) Leave Travel Allowance (LTA):

Leave Travel Allowance should be paid @ Rs. 4,000/ per year to every workmen with a facility to claim once in two years, effective from 1-10-04.

(22) Thrift Fund:

There should be a Thrift Fund created for the benefit of the workers, in any Financial Institution of the choice of the workers wherein monthly contribution of Rs. 150/- from the management should be deposited and Rs. 100/- that of the individual workers, towards their individual account to be collected at the time of leaving the services. This should be effective from 01-10-2004.

(23) Education Allowance:

Every worker shall be paid uniformly a fixed Education Allowance of Rs. 6,000/- per month, effective from 01-10-2004.

(24) Loan Facility:

The management should be give interest free loans to individual workers seeking loan upto the extent of Rs. 50,000/- for the purpose of house repairs, weddings, vehicles and electronic items etc.

(25) Insurance Scheme:

There should be an accident benefit Insurance Scheme made applicable to every worker with the permium to be contributed by the management.

(2) If not, to what relief the workmen are entitled?"

2. Notices were issued to both parties. Pursuant to which the Party I has filed claim statement at Exb. 4. The Party II had filed written statement at Exb. 10. The Party I has stated that the demand raised by them are justified and genuine. The Party I has stated that the Party II is in a strong financial condition to meet these demands. The Party I has stated that the demands and other service conditions raised by the workmen/union in their charter of demand dated 6-9-05 need to be conceded in the favour of the workmen as these demands are just, fair and proper.

3. The Party II has filed its written statement at Exb. 10. The Party II has stated that it has ensured that the workmen are paid fair wages. The Party II has further stated that the union had submitted the charter of demand dated 10-9-04. After negotiations on the said charter of demands a comprehensive settlement dated 1-11-04 was arrived at and a substantial increase was given to all the workmen. The Party II has stated that some of the workers did not accept the said settlement and it received another charter of demand dated 8-11-04 from Goa Mazdoor Union. The company did not hold any discussion with the said union since it had already signed the settlement dated 1-11-04 and accordingly informed the said union that it was not possible to sign another settlement giving different types of service conditions as demanded. The Party II has stated that to their surprise the said workers joined the Party I/Union which has submitted the charter of demands dated 10-9-05. The Party II has stated that the maximum that the Party I/Union can demand is that the terms/conditions and obligations of the settlement dated 1-11-04 prospectively subject to the conditions, that they give an undertaking in the said settlement. The Party II/Union has stated that the workmen are adopting unfair labour practice. The Party II has also stated that the demands raised by the Party I are not justified.

4. An attempt was made to settle the matter amicably. With consent of both parties Learned Advocate, Shri Chodnekar was appointed as a mediator. On 26-6-2009, advocate for respective parties and the mediator remained present before this Tribunal and submitted that the matter has been amicably settled. They have filed an application at Exb. 12 alongwith terms of settlement with the Annexure. The parties have

stated that the Party I accepts the terms of the settlement as referred to in Annexure A and agree to be bound by it. The Party II has agreed to pay to the workmen an amount shown in Annexure A2. The workmen/union has agreed to accept the same towards their full and final settlement of present claim. The parties have prayed for drawing consent award in terms of the settlement. I have perused the terms of the settlement at Annexure A which are agreeable to both parties. In my view these terms are in the interest of the parties and hence I pass the consent as per the settlement at Annexure A as under:

ORDER

1. The provisions of settlement shall be applicable to all the permanent workmen who are on the rolls of the company on the date of signing of this settlement.
2. The provisions of this settlement however shall not be applicable to employees employed by any of the contractors or those working as retainer/temporary/party time employees whatsoever job or in whatsoever capacity they are engaged.
3. *Tenure of settlement:* This settlement shall be effective for a period of 4 years i.e. from 1st October, 2004 until 30th September, 2008 and shall continue to remain effective till 30th September, 2008 and binding on both parties in accordance with the provisions of the Industrial Disputes Act, 1947 and rules framed thereunder.
4. *Classification:* It is agreed between the parties that all the workers shall be classified, as operators under Grade SP(Operators) and following pay scale shall be made applicable to operate with effect from 1st October, 2004.
Grade SP(Operators) : 1000-30-1150-35-1325-45-1550-60-1850-80-2250-105-2775-135-3450-170.
5. *Emoluments:* The workers wise detailed break up of emoluments is enclosed as per "Annexure A". The various components have been explained as below:
 - a) It is agreed between the parties that existing monthly basic salary shall be increased suitably after the increment fitment after multiples of applicable scales.

b) *Personal Pay (PP):*

The difference of increment given on monthly basic salary as per above clause 4, and the fitment level after multiples of applicable scales, shall be paid as Personal Pay (PP).

c) *House Rent Allowance:*

It is agreed between the parties that a House Rent Allowance shall be paid at 40% of the new monthly basic salary.

d) It is agreed between the parties that all workmen governed by this settlement shall now be paid uniform amounts in respect of each type of allowance such as Special Allowance, Education Allowance, Transport Allowance, Canteen Allowance and Medical Allowance.

e) *Canteen Allowance:*

It is agreed between the parties that after standardization at Rs. 330/- (Rupees Three hundred and thirty only) per month, the present system of paying Canteen Allowance, shall be discontinued and said amount shall be paid as Fixed Dearness Allowance w.e.f. 1-10-2004.

f) *Special Allowance:*

It is agreed between the parties, that existing monthly Special Allowance shall be standardized at Rs. 200/- (Rupees Two hundred only) and thereafter it shall be increased by another Rs. 100/- (Rupees One hundred only) per month with effect from 1st October, 2004.

g) *Educational Allowance:*

It is agreed between the parties, that monthly Educational Allowance shall be first standardized at Rs. 450/- (Rupees Four hundred and fifty only) per month, and thereafter it will be increased by another Rs. 120/- (Rupees One hundred twenty only) per month with effect from 1st October, 2004.

h) *Medical Allowance:*

It is agreed between the parties, that Medical Allowance shall be paid to all the workmen falling outside the purview of Employees State Insurance Act, 1948 and the same will be

standardized at Rs. 360/- (Rupees Three hundred and sixty only) per month.

i) *Conveyance Allowance:*

It is agreed between the parties that Conveyance Allowance shall be standardized at Rs. 700/- (Rupees Seven hundred only) per month, and thereafter the said allowance shall be increased by Rs. 100/- (Rupees One hundred only) per month from 1st October, 2004.

j) *Washing Expense Reimbursement:*

It is agreed between the parties, that present limit of Rs. 50/- per month reimbursement of washing expenses, shall be increased by Rs. 286/- (Rupees Two hundred eighty six only) per month from 1st October, 2004, till the end of the settlement.

k) *Bonus:*

It is agreed between the parties, that the bonus shall be paid as per the provisions of the Payment of Bonus Act, 1965. It is agreed between the parties that those workers who otherwise fall outside the purview of Payment of Bonus Act, 1965 due to the upper limits/ceiling of the bonus wage, as a gesture of good will and having regards to the cordial relations with the workers, the management shall disregard the upper limit of bonus wages and shall pay bonus, calculated as per the provisions of the Payment of Bonus Act, 1965 subject to a maximum of Rs. 6,000/- (Rupees Six thousand only) per annum.

l) *Reimbursement of Leave Travel Concession:*

It is agreed between the parties, that the management shall reimburse upto Rs. 3,600/- (Rupees Three thousand six hundred only) per annum, as Leave Travel Concession, subject to following conditions:

- i. In the even any workmen remains absent without pay he shall be entitled to be reimbursed Leave Travel Concession on a pro-rata basis.
- ii. The workers shall avail of at least 4 days leave for the purpose of Leave Travel Concession claim.

6. *Leave*: With a view to provide more flexibility and leave encashment benefit to workmen it is agreed between the parties that the casual leaves shall be merged with earned leaves and the workmen shall be eligible for a total of 22 (Twenty two) days of leaves (including casual leaves) per year of service with effect from 1st October, 2004. The leaves shall be governed by the existing rules of the company from time to time.

7. *Raincoats*: It is agreed between parties, that Raincoats will be given to the workmen in the month of May, 2005 and May, 2007.

8. Hoping for better prospect and expansion, the management may devise a scheme for future admission of trainees, and the union, agrees that it shall have no object for such a procedure and nothing shall come in the way of managerial functions and the Manager's of the factory, as regards, re-organization, if required, to be done in future.

9. It is agreed between the parties, that terms and conditions of service which are not dealt with or specifically altered by this settlement, shall remain as per the existing Rules & Certified Standing Orders of the company.

10. The Union/Workmen agree that their demands which have been settled by this settlement have caused huge financial burden on the management of the company and as such the union and the workmen agree not to raise directly or indirectly any demand involving additional liability on the management during the period of operation of this settlement is in full and complete satisfaction of all that demands forwarded by the union.

11. It is agreed between the parties that in case any work is required to be performed by the workers on urgent basis, as required by the management, the workers shall not refuse to do the said work including over time as and when required.

12. It is agreed between the parties that those workers who accept the terms and conditions of this settlement shall submit their acceptance in writing in Proforma as per "Annexure B" which is the part of this settlement. The terms and conditions shall be made applicable only to those workmen who submit their acceptance within 2 days of the date of signing the settlement i.e. by close of office working hours of 19th June, 2009.

The arrears if any shall be paid on or before July 15th 2009 (Annexure A2).

13. The Union and the workmen further agree that in the interest and progress of the Company, they shall extend their whole hearted and full co-operation to the management in improving the existing systems and to introduce new systems or methods which will help the management to eliminate waste and to have efficient management of the company and its business.

14. The Union and the workmen further agree that they shall not resort to any direct action to settle any dispute or difference with the management and that they shall try to settle such disputes or differences by mutual discussions with the management and in case of failure to settle mutually, to have recourse to machinery under the Industrial Disputes Act, 1947 for settlement of Industrial Dispute.

15. The Union agrees that maintaining of discipline in the company is a prime responsibility of the management and in maintaining discipline and increasing efficiency the union shall not interfere in or hinder performance of management's duty to enforce discipline within the provisions of law existing practice and procedures.

16. Any clause in the charter of demands not mentioned in the settlement will be considered to have been discussed and withdrawn.

17. It is agreed in pursuance above all matters starting from the period 01-10-2004 till date in Labour Court/Industrial Tribunal has been settled amicably and both the parties agree to withdraw pending litigations.

18. It is agreed between the parties to pay an additional amount of Rs. 1,044/- each per month as Special Allowance for which no statutory due are payable from both the side since the arrears accrued for previous period. This amount will also not be entitled for any other direct/indirect benefits.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

DURA-LINE INDIA PVT. LTD.,
Electronic City, Verna, Salcete, Goa 403 722
Revised monthly Salary of Operators w.e.f. October, 2004.

Sr. No.	Emp No.	Name of workmen	Grade	Basic (Rs.)	PP (Rs.)	Special allowance (Rs.)	F.D.A. (Rs.)	H.R.A. (Rs.)	Edu- cation allowance (Rs.)	Medi- cal expe- nses reim- burs- ment (Rs.)	Conve- yance allo- wance (Rs.)	Was- hing reim- burs- ment (Rs.)	Ave- rage cost of shift expenses reimburs- ment (Rs.)	Emp- loyer's contri- bution to ESIC (Rs.)	Emp- loyer's contri- bution of PF (Rs.)	Gra- tuity provi- sion (Rs.)	Bo- nus (Rs.)	LTC (Rs.)	LWF (Rs.)	Total (Rs.)	Sig- nature
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1.	4	Anil Vaigankar	SP(Operator)	3315	74	300	330	1355	570	800	800	336	217	320	506	191	500	300	15	9129	
2.	6	Bipin Kurdikar	SP(Operator)	3450	134	300	330	1434	570	800	800	336	217	333	533	197	500	300	15	9449	
3.	14	Estaquio Fernandes	SP(Operator)	4810	9	300	330	1927	570	360	800	336	217	0	701	263	500	300	15	11437	
4.	19	Mariano Moura	SP(Operator)	3960	11	300	330	1588	570	360	800	336	217	0	585	222	500	300	15	10094	
5.	21	Noorappa Lamani	SP(Operator)	3180	1	300	330	1273	570	800	800	336	217	307	478	184	500	300	15	8790	
6.	34	Sushant Vengurlekar	SP(Operator)	3045	88	300	330	1253	570	800	800	336	217	303	471	178	500	300	15	8706	
7.	44	Victor Barbosa	SP(Operator)	3620	104	300	330	1490	570	800	800	336	217	343	552	205	500	300	15	9682	
8.	61	Audhut Naik	SP(Operator)	2355	19	300	330	950	570	800	800	336	217	253	368	145	500	300	15	7467	
9.	84	Anson David	SP(Operator)	1550	42	300	330	637	570	800	800	336	217	201	262	106	500	300	15	6165	
10.	85	Anthony Dias	SP(Operator)	2460	0	300	330	984	570	800	800	336	217	259	380	150	500	300	15	7600	
11.	89	Sudesh Shirodkar	SP(Operator)	1610	0	300	330	644	570	800	800	336	217	202	264	109	500	300	15	6197	
12.	90	Yogesh Arorkar	SP(Operator)	1460	0	300	330	584	570	800	800	336	217	192	244	102	500	300	15	5949	
13.	96	Sarvesh Gawde	SP(Operator)	1610	4	300	330	645	570	800	800	336	217	202	265	109	500	300	15	6202	
14.	100	Albert Vales	SP(Operator)	1610	11	300	330	648	570	800	800	336	217	203	265	109	500	300	15	6214	
15.	101	Jose Alemao	SP(Operator)	1610	0	300	330	644	570	800	800	336	217	202	261	109	500	300	15	6197	
16.	117	Vithal Ramnathkar	SP(Operator)	1460	25	300	330	594	570	800	800	336	217	194	247	102	500	300	15	5989	
17.	118	Akshay Kavlekar	SP(Operator)	1460	25	300	330	594	570	800	800	336	217	194	247	102	500	300	15	5989	
18.	119	Prashant Tandel	SP(Operator)	1460	25	300	330	594	570	800	800	336	217	194	247	102	500	300	15	5989	
19.	129	Nareesh Hosalikar	SP(Operator)	1460	25	300	330	594	570	800	800	336	217	194	247	102	500	300	15	5989	
20.	130	Jopan Naik	SP(Operator)	1460	21	300	330	593	570	800	800	336	217	194	247	102	500	300	15	5983	
21.	132	Praveen Naik	SP(Operator)	1460	21	300	330	593	570	800	800	336	217	194	247	102	500	300	15	5987	
22.	133	Vishnu Borkar	SP(Operator)	1460	43	300	330	601	570	800	800	336	217	195	248	102	500	300	15	6018	
23.	139	Krishnanand Damsadekar	SP(Operator)	1460	32	300	330	597	570	800	800	336	217	194	248	102	500	300	15	6001	
24.	141	Satish Gavnekar	SP(Operator)	1460	21	300	330	593	570	800	800	336	217	194	247	102	500	300	15	5983	
25.	165	Eknath Naik	SP(Operator)	1460	21	300	330	593	570	800	800	336	217	194	247	102	500	300	15	5983	
Total				54245	757	7500	8250	21001	14250	720	20000	8400	5417	5258	8609	3396	12500	7500	375	179177	

Note: 1) The above statement does not include the cost of Transport provided and subsidy given on Food.

2) The Reimbursements of Shift Expenses would be @ Rs. 10/- (Rupees ten only) for the second shift & @ Rs. 15/- (Rupees fifteen only) for the third shift.

Arrears Payable to Operators

Sr. No.	Code No.	Name of Employees	Salary Arrears from Oct., '04 to March, '07	LTA Arrears from Oct., '04 to March, '07	LDA Arrears for April, '07 to Sept., '08	Bonus Arrears FY05-FY07	Additional Increase of Rs. 1044/- p.m. as per new settlement	Total Arrears Payable
1	2	3	4	5	6	7	8	9
1.	4	Anil Vaigankar	39,254	8,783	5,380	19,993	50,112	123,523
2.	6	Bipin Kurdikar	39,927	8,822	5,370	21,277	50,112	125,509
3.	14	Estaquio Fernandes	38,540	8,887	5,390	33,994	50,112	136,923
4.	19	Mariano Moura	46,376	8,857	5,390	23,140	50,112	133,875
5.	21	Noorappa Lamani	39,858	8,975	5,400	19,599	50,112	123,944
6.	34	Sushant Vengurlekar	39,152	8,872	5,361	19,535	50,112	123,031
7.	44	Victor Barbosa	40,462	8,887	5,390	22,003	50,112	126,854
8.	61	Audhut Naik	36,915	8,546	5,282	17,396	50,112	118,251
9.	84	Anson David	38,451	8,911	5,390	15,180	50,112	118,044
10.	85	Anthony Dias	39,640	8,921	5,390	16,896	50,112	120,959
11.	89	Sudesh Shirodkar	38,080	8,822	5,390	15,129	50,112	117,534
12.	90	Yogesh Arorkar	36,683	8,541	5,183	14,181	50,112	114,704
13.	96	Sarvesh Gawde	37,999	8,798	5,390	15,021	50,112	117,319
14.	100	Albert Vales	37,700	8,000	9,400	14,027	50,112	110,779
15.	101	Jose Alemao	37,799	8,753	9,400	15,139	50,112	117,204
16.	117	Vithal Ramnathkar	36,459	8,497	5,370	13,993	50,112	114,432
17.	118	Akshay Kavlekar	38,201	8,901	5,390	14,736	50,112	117,340
18.	119	Prashant Tandel	35,941	8,369	5,361	14,264	50,112	114,046
19.	129	Naresh Hosalikar	38,159	8,892	5,390	14,775	50,112	117,327
20.	130	Jopan Naik	37,812	8,813	5,331	14,591	50,112	116,659
21.	132	Praveen Naik	37,267	8,679	5,390	15,099	50,112	116,548
22.	133	Vishnu Borkar	36,585	8,541	5,301	14,388	50,112	114,928
23.	139	Krishnanand Damsadekar	37,990	8,857	5,351	14,640	50,112	116,950
24.	141	Satish Gavnekar	37,845	8,822	5,400	14,656	50,112	116,835
25.	165	Eknath Naik	38,211	8,872	5,390	14,933	50,112	117,518
Total			961,404	219,255	134,182	429,390	1,252,800	2,997,031

ANNEXURE-B

Department of Mines

Date:

Office of the Secretary (Mines)

To,
The Manager,
Dura-Line India Pvt. Ltd.,
Verna, Salcete, Goa.

—
Order

No. 96/102/87/IIR-Mines/1898

Sir,

We employees designated as Operator state that we have read/been read over and explained, the terms and conditions of the settlement signed between workmen represented by Goa Trade & Commercial Workers Union dated 18-06-2009 and fully understood the same.

We further declare and confirm and agree that the settlement is a package deal and all the terms and conditions and benefit are acceptable to us and we will not raise any demand during the settlement period and agree to be bound by it. We further undertake to fulfill all the obligations required by us under this settlement.

Sr. No.	Emp. Code	Name	Signature
1.	19	Mariano Moura	Sd/-
2.	100	Albert Vales	Sd/-
3.	06	Bipin V. Kindikar	Sd/-
4.	132	Pravin Naik	Sd/-
5.	84	Anson David	Sd/-
6.	21	Noorappa N. Lamani	Sd/-
7.	14	Estaquio Fernandes	Sd/-
8.	61	Audut Naik	Sd/-
9.	119	Prashant Tandel	Sd/-
10.	85	Anthony Dias	Sd/-
11.	130	Jopan Naik	Sd/-
12.	89	Sudesh Shirodkar	Sd/-
13.	133	Vishnu Borkar	Sd/-
14.	34	Sushan Vengurlekar	Sd/-
15.	90	Yogesh P. Anhar	Sd/-
16.	129	Naresh N. Hosalikar	Sd/-
17.	96	Sarvesh H. Gaude	Sd/-
18.	101	Jose Alemao	Sd/-
19.	118	Akshay Kavlekar	Sd/-
20.	117	Vithal Ramnathkar	Sd/-
21.	04	Anil Vaingankar	Sd/-
22.	141	Satish Gaunekar	Sd/-
23.	139	Krishnanand Damsadekar	Sd/-
24.	165	Eknath P. Naik	Sd/-
25.	44	Victor Piedade Barbosa	Sd/-

Whereas, late Dr. Francisco C. J. Sequeira was holder of erstwhile mining concession for iron and manganese ore granted under T. C. No. 14 of 06-05-1957 covering an area of 69.4320 ha. of land situated in village Aturli Naroa of Bicholim taluka.

And whereas, consequent upon the enactment of the Goa Daman and Diu Mining Concessions (Abolition & Declaration as Mining Leases) Act, 1987, the above mining concession appearing at Sr. No. 432 of Schedule I to the Act, 1987 stood abolished and declared as Mining Lease under the Mines and Minerals (Development and Regulation) Act, 1957.

And whereas, by an application dated 24-11-1988 Shri Ricardo Sequeira claiming to be Cabeça the Casal and legal heir of late Dr. Francisco Cecilio Jorge Sequeira (hereinafter referred to as the "applicant") applied for renewal of mining lease for a period of 10 years.

And whereas, by an Order No. 5/86/89-Mines dated 7-3-1990 the said application for renewal of mining lease was rejected by the State Government on account of failure on the part of the applicant to submit the approved mining plan.

And whereas, by an application dated 22-10-2007 Shri Francisco Ricardo Sequeira claiming to be Power of Attorney Holder of all the legal heirs of Late Dr. Francisco Cecilio Jorge Sequeira (deceased concession holder) applied for renewal of mining lease for a period of 20 years over the same area which was rejected earlier.

And whereas, by a notice bearing No. 96/102/1987/IIR-Mines/6458 dated 29-02-2008, the applicant was called upon to attend the personal hearing in response to which the applicant attended the hearing. It has been contended that applicant's father was a holder of an erstwhile mining concession granted by Portuguese Government on perpetual basis. The Goa, Daman & Diu Mining Concession (Abolition & Declaration as Mining Leases) Act, 1987 which abolished the mining concessions is presently under challenge and pending before the Honorable Supreme Court.

And whereas, the submission made by the applicant have been duly considered. The earlier

application dated 24-11-1988 was rejected by an order dated 7-03-1990 and the applicant did not challenge this order before the Central Government which is the Revisional Authority under Rule 54 of MCR, 1960. The Hon'ble High Court in disposing of various Writ Petitions has also upheld the vires of the Abolition Act, 1987. The Hon'ble Supreme Court has not granted any stay on the operation of the Abolition Act, 1987 and as such the erstwhile mining concessions which have been abolished with the enactment of the Abolition Act, 1987 are to be regulated under the provisions of the MMDR Act, 1957 and the rules made thereunder. The application dated 24-11-1988 filed for 1st renewal period has been rejected by the State Government and this order has not been set aside. In the absence of any order setting aside the order of rejection, the applicant has no subsisting right in respect of the aforesaid lease and consequently the question of considering the application for renewal of a non existent Mining lease does not arise.

Now, therefore, I, Raajiv Yaduvanshi, Secretary (Mines) Government of Goa in exercise of the powers conferred upon me vide Notification No. 5/80/89-Mines dated 17-11-1989, hereby reject the application dated 22-10-2007 for renewal of mining lease for further period.

Raajiv Yaduvanshi, Secretary (Mines).

Porvorim, 21st October, 2009.

Order

No. 96/103/87/IIR-Mines/1900

Whereas, late Dr. Francisco C. J. Sequeira was holder of erstwhile mining concession for iron ore granted under T. C. No. 19 of 20-5-1957 covering an area of 100.00 ha. of land situated in village Pale of Bicholim taluka.

And whereas, consequent upon the enactment of the Goa Daman and Diu Mining Concessions (Abolition & Declaration as Mining Leases) Act, 1987, the above mining concession appearing at Sr. No. 435 of Schedule I to the Act, 1987 stood abolished and declared as Mining Lease under the Mines and Minerals (Development and Regulation) Act, 1957.

And whereas, by an application dated 24-11-1988 Shri Ricardo Sequeira claiming to be Cabeça the Casal and legal heir of late Dr. Francisco Cecilio Jorge Sequeira (hereinafter referred to as the "applicant") applied for renewal of mining lease for a period of 10 years.

And whereas, by an Order No. 96/103/87-Mines-2996 dated 5-3-2001 the said application for renewal of mining lease was rejected by the State Government on account of failure on the part of the applicant to submit with various documents which are required under Rule 22 of Mineral Concession Rules, 1960.

And whereas, by an application dated 22-10-2007, Shri Francisco Ricardo Sequeira claiming to be Power of Attorney Holder of all the legal heirs of Late Dr. Francisco Cecilio Jorge Sequeira (deceased concession holder) applied for renewal of mining lease for a period of 20 years over the same area which was rejected earlier.

And whereas, by a notice bearing No. 96/103/1987/IIR-Mines/6324 dated 25-02-2008 the applicant was called upon to attend the personal hearing in response to which the applicant attended the hearing. It has been contended that applicant's father was a holder of an erstwhile mining concession granted by Portuguese Government on perpetual basis. The Goa Daman & Diu Mining Concession (Abolition & Declaration as Mining Leases) Act, 1987 which abolished the mining concessions is presently under challenge and pending before the Honorable Supreme Court.

And whereas, the submission made by the applicant have been duly considered. The earlier application dated 24-11-1988 was rejected by an order dated 5-3-2001 and the applicant did not challenge this order before the Central Government which is the Revisional Authority under Rule 54 of MCR, 1960. The Hon'ble High Court in disposing of various Writ Petitions has also upheld the vires of the Abolition Act, 1987. The Hon'ble Supreme Court has not granted any stay on the operation of the Abolition Act, 1987 and as such the erstwhile mining concessions which have been abolished with the enactment of the Abolition Act, 1987 are to be regulated under the provisions of the MMDR Act, 1957 and the rules made thereunder. The application dated 24-11-1988 filed for 1st renewal period has been rejected by the State Government and this order has not been set aside. In the absence of any order setting aside the order of rejection, the applicant has no subsisting right in respect of the aforesaid lease and consequently the question of considering the application for renewal of a non existent Mining lease does not arise.

Now, therefore, I, Raajiv Yaduvanshi, Secretary (Mines) Government of Goa in exercise of the powers conferred upon me vide Notification No. 5/80/89-Mines, dated 17-11-1989 hereby reject

the application dated 22-10-2007 for renewal of mining lease for further period.

Raajiv Yaduvanshi, Secretary (Mines).

Porvorim, 21st October, 2009.

Order

No. 96/104/87/IIR-Mines/1899

Whereas, late Dr. Francisco C. J. Sequeira was holder of erstwhile mining concession for iron ore granted under T. C. No. 63 of 25-12-1957 covering an area of 97.5780 ha. of land situated in village Vainguinim of Bicholim taluka.

And whereas, consequent upon the enactment of the Goa, Daman and Diu Mining Concessions (Abolition & Declaration as Mining Leases) Act, 1987, the above mining concession appearing at Sr. No. 462 of Schedule I to the Act, 1987 stood abolished and declared as Mining Lease under the Mines and Minerals (Development and Regulation) Act, 1957.

And whereas, by an application dated 24-11-1988, Shri Ricardo Sequeira claiming to be Cabeça the Casal and legal heir of late Dr. Francisco Cecilio Jorge Sequeira (hereinafter referred to as the "applicant") applied for renewal of mining lease for a period of 10 years.

And whereas, by an Order No. 5/92/89-Mines dated 7-3-1990 the said application for renewal of mining lease was rejected by the State Government on account of failure on the part of the applicant to submit the approved Mining plan.

And whereas, by an application dated 22-10-2007, Shri Francisco Ricardo Sequeira claiming to be Power of Attorney Holder of all the legal heirs of late Dr. Francisco Cecilio Jorge Sequeira (deceased concession holder) applied for renewal of mining lease for a period of 20 years over the same area which was rejected earlier.

And whereas, by a notice bearing No. 96/104/1987/IIR-Mines/6323, dated 25-02-2008 the applicant was called upon to attend the personal hearing in response to which the applicant attended the hearing. It has been contended that applicant's father was a holder of an erstwhile mining concession granted by Portuguese Government on perpetual basis. The Goa Daman & Diu Mining Concession (Abolition & Declaration as Mining Leases) Act, 1987 which abolished the mining concessions is presently under challenge and pending before the Honorable Supreme Court.

And whereas, the submission made by the applicant have been duly considered. The earlier application dated 24-11-1988 was rejected by an order dated 7-03-1990 and the applicant did not challenge this order before the Central Government which is the Revisional Authority under Rule 54 of MCR, 1960. The Hon'ble High Court in disposing of various Writ Petitions has also upheld the vires of the Abolition Act, 1987. The Hon'ble Supreme Court has not granted any stay on the operation of the Abolition Act, 1987 and as such the erstwhile mining concessions which have been abolished with the enactment of the Abolition Act, 1987 are to be regulated under the provisions of the MMDR Act, 1957 and the rules made thereunder. The application dated 24-11-1988 filed for 1st renewal period has been rejected by the State Government and this order has not been set aside. In the absence of any order setting aside the order of rejection, the applicant has no subsisting right in respect of the aforesaid lease and consequently the question of considering the application for renewal of a non existent mining lease does not arise.

Now, therefore, I, Raajiv Yaduvanshi, Secretary (Mines), Government of Goa in exercise of the powers conferred upon me vide Notification No. 5/80/89-Mines, dated 17-11-1989 hereby reject the application dated 22-10-2007 for renewal of mining lease for further period.

Raajiv Yaduvanshi, Secretary (Mines).

Porvorim, 21st October, 2009.

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**Department of Panchayati Raj and
Community Development**

Directorate of Panchayats

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Notification

No. 19/29/DP/Notification/09/4104

This is to notify for the information of the general public that the Administrative Tribunal in Panchayat Election Petition No. PAN/ELE/PET/No. 28/07 vide order dated 30-07-2009 has declared the election of Respondent No. 1, Shri Vijay Yeshwant Chodankar resident of H. No. 699/1, Near AIR Colony, Alto-Porvorim, Bardez from Ward No. III of Village Panchayat of Salvador-do-Mundo, Taluka Bardez as null and void and quashed and set aside the same and the Petitioner, Shri Sandeep Dattaram Salgaonkar, resident of H. No. 654, Alto-Porvorim, Bardez has been declared

duly elected from Ward No. III of Village Panchayat Salvador-do-Mundo, Bardez Taluka..

Menino D'Souza, Director of Panchayats.

Panaji, 3rd November, 2009.

◆◆◆
Department of Personnel

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Order

No. 6/1/2005-PER/Vol.I

Shri Nikhil U. Dessai, Managing Director, Goa Handicrafts, Rural and Small Scale Industries Development Corporation Ltd., is relieved from holding additional charge of the post of General Manager, Entertainment Society of Goa, with immediate effect.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel).

Porvorim, 27th October, 2009.

—
Order

No. 15/38/2002-PER

The Governor of Goa is pleased to order transfer and posting of the following Officers in the cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies with immediate effect, in public interest:

Sr. No.	Name of the Officer	Present posting	Posted on transfer as
1	2	3	4
1.	Shri Rajesh Azgaonkar	Joint Mamlatdar-II, Quepem	Joint Mamlatdar-I, Mormugao.
2.	Shri Vishal Chandrakant Kundaikar	Estate Officer, Anjunem Irrigation Project, Keri, Satari	Joint Mamlatdar-II, Quepem.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 28th October, 2009.

Order

No. 6/2/2008-PER

Shri Sanjeev C. Gauns Dessai, Deputy Collector (Revenue), South, Margao shall hold charge of the post of Deputy Collector & SDM, Margao in addition to his own duties, with immediate effect and until further orders.

Consequently, Shri Deepak Dessai, Deputy Collector & SDM, Margao, shall report to Personnel Department, Secretariat, Provorm, for further posting. He shall draw his salary on the 'Leave and Training Reserve' post until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel).

Porvorim, 28th October, 2009.

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Order

No. 7/2/99-PER-Part-II(A)

In pursuance of the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/6/2009-UTS.1 dated 25-08-2009, the Governor of Goa is pleased to relieve Shri Diwan Chand, IAS (AGMU:1995), Secretary (Social Welfare) from this Administration, with effect from 02-11-2009 (a.n.) to take his new assignment in the Government of National Capital Territory of Delhi.

He shall hand over the charge of Special Secretary (Home) & Secretary (Social Welfare) to Shri Rajeev Verma, IAS Secretary (Power).

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 30th October, 2009.

—
Order

No. 2/1/2001-PER (Part)

Read: Order No. 2/1/2001-PER (Part file) dated 30-10-2007.

Order No. 2/1/2001-PER (Part file) dated 08-10-2008.

The appointment of Shri Ashok N. P. Dessai, as Ombudsman, made vide order read in preamble, is extended by another one year with effect from 3-11-2009 to 2-11-2010 in terms of clause (b) of

sub-rule (2) of Rule 3 of the Goa Government Employees (Redressal of Grievances Forum) Scheme, 2001 as amended.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 2nd November, 2009.

Order

No. 7/17/97-PER (PF.)

Read: Government Order No. 7/17/97-PER (P. F.) dated 23-10-2009.

Shri Narendra Kumar, IAS (AGMUT : 88), Commissioner & Secretary (Transport), shall function as Secretary (Archives & Archeology) upto 16th November, 2009 during the training period of Shri C. P. Tripathi, IAS (AGMU: 96) in addition to his own duties with immediate effect and until further orders.

This being a temporary arrangement for the above period, the Link Secretaries declared for the above Department vide Order read in preamble, shall discharge their duties as 'Link Secretaries' for the above Department only with effect from 17-11-2009.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 3rd November, 2009.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CCE/Estt/1-11-81/Trans.SE/(D)/8677

Government is pleased to transfer Shri S. T. Bhangui, Superintending Engineer (Elec.) from the office of Superintending Engineer, Elec. Circle-II (N), Panaji and to post him as Superintending Engineer of EHV/Commercial Section in the office of Chief Electrical Engineer, Panaji against the vacant post of Superintending Engineer (Elec.) created vide order No. CEE/Estt-2-1-81(Creation)/2676 dated 01-10-2003 and continued from time to time, in public interest, with immediate effect.

On administrative ground, Shri S. T. Bhangui, Superintending Engineer (Elec.) should also look after the charge of Superintending Engineer, Elec. Circle-II (N), Panaji, in addition to his own duties, until further orders.

He should report to the Office of Chief Electrical Engineer, Panaji immediately.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer and ex officio Addl. Secretary.

Panaji, 28th October, 2009.

Department of Public Health

Order

No. 2/8/2000-II/PHD

- Read: 1. Government order No. 2/8/2000-II/PHD dated 19-01-2001.
 2. Government order No. 2/8/2000-II/PHD dated 14-01-2002.
 3. Government order No. 2/8/2000-II/PHD dated 20-02-2003.
 4. Government order No. 2/8/2000-II/PHD dated 22-01-2004.
 5. Government order No. 2/8/2000-II/PHD dated 30-03-2005.
 6. Government order No. 2/8/2000-II/PHD dated 29-03-2006.
 7. Government order No. 2/8/2000-II/PHD dated 08-03-2007.
 8. Government order No. 2/8/2000-II/PHD dated 05-02-2008.
 9. Government order No. 2/8/2000-II/PHD dated 25-05-2009.

Government is pleased to enhance the consolidated remuneration being paid to Dr. Ana Karina E. Jacques Costa, Echocardiologist, Department of Medicine in Goa Medical College, Bambolim on contract basis from Rs. 25,000/- (Rupees Twenty five thousand only) per month to Rs. 35,000/- (Rupees Thirty five thousand only) per month with immediate effect.

This issues with the concurrence of Finance (R&C) Department vide their U.O. No. 2007-F/09 dated 19-06-2009 and approval in the Cabinet Meeting held on 21-10-2009.

By order and in the name of the Governor of Goa.

Derrick P. Neto, Under Secretary (Health).

Porvorim, 2nd November, 2009.

Order

No. 7/6/90-I/PHD

Read: Memorandum No. 7/6/90-I/PHD dated 06-10-2009.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/24(3)/90-09/Vol.I/269 dated 02-09-2009, the Government is pleased to appoint Dr. Nitin Seshachalam Lankalapalli to the post of Junior Ophthalmic Surgeon (Group 'A' Gazetted) in the Pay Band—3 and Pay Scale Rs. 15,600-39,100+5,400 under Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum referred above and post him at Hospicio Hospital, Margao.

Dr. Nitin Seshachalam Lankalapalli shall be on probation for a period of two years.

The appointment of Dr. Nitin Seshachalam Lankalapalli is made subject to the verification of character and antecedents. He is declared medically fit by the Medical Board.

In the event of any adverse matter noticed by the Government on verification of character and antecedents, his services will be terminated.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 2nd November, 2009.

Order

No. 22/4/2003-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/24(1)/2003/284 dated 16-09-2009, the Government is pleased to appoint Dr. Chetna Khemani Altekhar and Dr. Vibha Ajit Parsekar, Junior Paediatrician (Group 'A' Gazetted) in the Pay Scale of P. B.—3 Rs. 15,600-39,100+5,400 under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum of even number dated 06-10-2009 and posted at Asilo Hospital, Mapusa-Goa.

Dr. Chetna Khemani Altekhar and Dr. Vibha Ajit Parsekar, shall be on probation for a period of two years.

Their appointments are made subject to the verification of character and antecedent and declaration of fitness by the Medical Board.

In the event of any adverse matter noticed by the Government on verification of character and antecedents, their services will be terminated. Similarly, in the event of their declaration as unfit by the Medical Board, their services will be terminated.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 4th November, 2009.

Certificate

No. 4/1/2003-II/PHD

Read: Government order of even number dated 22-06-2009.

Certified that the character and antecedents of Dr. Kamat Vasudeo alias Amey Subhashchandra, Assistant Lecturer in Pharmacology in Goa Medical College, Bambolim mentioned in the above referred order have been verified and nothing adverse has come to the notice of Government.

Derrick P. Neto, Under Secretary (Health).

Porvorim, 2nd November, 2009.

Department of Revenue**Order**

No. 22/14/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/14/2008-RD dated 22-07-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 17, dated 24-07-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. construction of access road near Vaddem lake, Vasco-da-Gama, Goa (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/14/2008-RD dated 15-06-2009, issued under Section 6 of the said Act, and published in the

Official Gazette, Series II No. 13, dated 25-06-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd November, 2009.

Order

No. 23/23/2008-RD

Whereas, the Government of Goa, vide Notification No. 23/23/2008-RD dated 17-09-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 27, dated 03-10-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. L.A. for construction of balance road in Navelim Constituency (Addl. Area-II) (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/23/2008-RD dated 17-09-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 27, dated 01-10-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd November, 2009.

Order

No. 23/30/2006-RD

Whereas, the Government of Goa, vide Notification No. 23/30/2006-RD dated 21-09-2006, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 25, dated 22-09-2006, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. L.A. for construction of internal roads to the Jurisdiction of V. P. Colva under Benaulim Constituency (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/30/2006-RD dated 23-11-2007, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 36, dated 06-12-2007, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd November, 2009.

Order

No. 23/37/2008-RD

Whereas, the Government of Goa, vide Notification No. 23/37/2008-RD dated 26-08-2008, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 24, dated 11-09-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as

the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Bye-pass road at chinchinim Village and up-gradation of existing M.D.R. to Betul in Velim Constituency (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5-A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 23/37/2008-RD dated 15-09-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 26, dated 24-09-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 9th November, 2009.

Notification

No. 23/11/2009-RD

Whereas by Government Notification No. 23/11/2009-RD dated 25-05-2009 published on pages 159 and 160 of Series II No. 10 of the Official Gazette, dated 04-06-2009 and in two newspapers (1) "Herald" dated 26-05-2009 (2) "Pudhari" dated 27-05-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for const. of Benaulim Sinquetim Bridge across River Sal in Navelim Constituency at Benaulim & Navelim Village of Salcete Taluka (addl. area).

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, P.W.D. (Cell), Altinho, Panaji-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Land Acquisition Officer, P.W.D. (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Benaulim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
234/4 P	O: Bernnado Colaco. T: Gloria Fernandes.	561
236/16 P	O: Limberto Ligorio Dos Santos Alvares.	65
236/29 P	O: Limberto Ligorio Dos Santos Alvares. T: Alcian Fernandes.	126
236/30 P	O: Limberto Ligorio Dos Santos Alvares. T: Francis Fernandes.	75
236/31 P	O: Limberto Ligorio Dos Santos Alvares. T: Joaquim Francis Carvalho.	100
236/28 P	O: Limberto Ligorio Dos Santos Alvares. T: Benjamin Piedade Fernandes.	5

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 33

12TH NOVEMBER, 2009

1	2	3
236/1 P	O: Limberto Ligorio Dos Santos Alvares.	32
237/2 P	O: Manuel S. X. Rodrigues.	720
237/4 P	O: John Agnelo Rodrigues.	9
238/1 P	O: Filipe Do Roasrio Fernandes.	602
238/5 P	O: Filipe Do Roasrio Fernandes.	20

Boundaries :

North : S. No. 234/4, 2, 236/29, 28,
237/2, 4, 238/1.

South : S. No. 234/2, 4, 238/1, 5.

East : River, S. No. 234/2, 237/2.

West : S. No. 238/1, 234/2.

Total: 2315

1	2	3
<i>Taluka:</i> Salcete		<i>Village:</i> Navelim

131/2 P O: Gracianna Rodrigues. 716

Boundaries :

North : S. No. 131/2.

West : S. No. 131/2.

East : S. No. 131/2.

South : S. No. Village Benaulim.

Grand Total: 3031

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd November, 2009.

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